considered it forfeited and kept it. P. sued for damages for the conversion. *Held,* that as between P. and the conductor the name entered on the ticket was conclusive evidence of the person to whom it was issued, and the action for converting it would not lie. *Colton* v. *Del., L. & W. R. Co.* (1910), — N. J. —, 77 Atl. 1020.

The decisions are far from harmonious upon the question of whether a ticket is conclusive between a passenger and a conductor, as to the former's right of passage. According to some of the authorities, the passenger's right to transportation is conclusively evidenced to the conductor by the face of the ticket. *Frederick* v. *M. H. & O. Ry. Co.,* 37 Mich. 342; *Kiley* v. *Railroad,* 189 Ill. 384; *Western Md. Ry. Co.* v. *Schaun,* 97 Md. 563; *Crowley* v. *Railroad,* 185 Mass. 279; *Little Rock Ry. Co.* v. *Goerne,* 80 Ark. 158; *McGhee & Fink, etc. Co.* v. *Reynolds,* 117 Ala. 413. If the ticket is invalid upon its face because of the fault of the railroad company's agent, the passenger cannot demand that the conductor listen to his explanation, nor can he legally resist expulsion for not having a proper ticket. *McKay* v. *Railroad,* 34 W. Va. 65; *Brown* v. *Rapid Ry. Co.,* 134 Mich. 591. His remedy is to pay the fare required or quietly leave the train, and then sue the railroad company for breach of contract. *Norton* v. *Railroad,* 79 Conn. 109; *Western Md. Ry. Co.* v. *Schaun,* supra. The ticket must be held conclusive evidence of the passenger's right to be carried, for no other rule would protect the railroad company in operating its line. *Hufford* v. *G. R. & I.,* 53 Mich. 118. Other courts deny the conclusiveness of the ticket between the conductor and the passenger, and the trend of recent cases is in this direction. *Ga. Ry. etc. Co.* v. *Baker,* 125 Ga. 562; *Indianapolis etc. Co.* v. *Wilson,* 161 Ind. 153; 8 MICH. L. REV. 670. Ordinarily, a railroad ticket is not the contract but a mere token, voucher, or receipt of the passenger's right to be carried. *Indianapolis etc. Co.* v. *Wilson,* supra; *Frank* v. *Ingalls,* 41 Oh. St. 560. If the passenger has made a valid contract for passage and is rightfully upon the train, the mere fact that through the fault of one of the carrier's agents his "token" is not correct, gives no right to another agent to expel him from the train or to demand another payment of fare. *New York, L. E. & W. Ry. Co.* v. *Winter, Adm'r.,* 143 U. S. 60; *O'Rourke* v. *Ry. Co.,* 103 Tenn. 124; *L. & N. Ry. Co.* v. *Gaines,* 99 Ky. 411; *Ellsworth* v. *Ry. Co.,* 95 Iowa 98; *Morrill* v. *Minn. Ry. Co.,* 103 Minn. 362; *Cleveland Ry. Co.* v. *Connor,* 74 Ohio St. 225; *Kansas City etc. Co.* v. *Riley,* 68 Miss. 765; *Burnham* v. *G. T. Ry. Co.,* 63 Me. 298; *Lawshe* v. *Railroad,* 29 Wash. 681. It would seem that the latter view which is contrary to that taken in the principal case is the better view, since it might be unjust to compel a passenger to pay twice, as he might be unable to pay the second time if the amount was large, and further if it was small, his right on the contract would not be worth enforcing.

CARRIERS—WHEN DOES THE LIABILITY OF A CARRIER CHANGE TO THAT OF A WAREHOUSEMAN?—P. was the owner of a carload of corn which was transported over D's railroad. The car reached its destination, but was permitted to lie on a sidetrack there for about two weeks until it became overheated and unfit for use. P. sued to recover damages for the negligent failure to

transport and deliver the carload of corn and for negligently failing to take proper care of the corn while in the custody of D. *Held,* the liability of a common carrier continues until notice of the arrival of the goods at their destination is given and a reasonable time in which to remove them is allowed, and as the railroad company had not relieved itself of responsibility as a carrier by giving due notice of the arrival of the goods, it is liable. *Citizens & Marine Bank of Newport News* v. *Southern Ry. Co.* (1910), — N. C. —, 69 S. E. 261.

The question as to when the liability of a carrier as such ends, and its liability as a warehouseman begins, is one that has troubled the courts greatly. There are three views. Some courts hold that when the transit is ended and the goods are stored in the warehouse of the carrier, the liability as a carrier terminates, and it is then liable as a warehouseman. *Norway Plains Co.* v. *B. & M. R. Co.,* 1 Gray 263, 61 Am. Dec. 423; *Kight* v. *Wrightsville & T. R. Co.,* 127 Ga. 204; *Gratior St. Warehouse Co.* v. *St. L., A. & T. H. R. Co.,* 221 Ill. 418; *Hicks* v. *Wabash R. Co.,* 131 Iowa 295, 8 L. R. A. (N. S.) 235. Another class of cases hold that placing the goods in the warehouse does not of itself, discharge the railroad company from liability as a carrier, but that in addition, a reasonable time must be given the consignee after their arrival in which to inspect the goods and take them away in the ordinary course of business. *Moses* v. *B. & M. R. Co.,* 32 N. H. 523, 64 Am. Dec. 381; *Bawdon* v. *Atl. C. L. R. Co.,* 148 Ala. 29; *Mo. Pac. R. Co.* v. *Wichita Wholesale Groc. Co.,* 55 Kan. 525; *Brunson* v. *Atl. C. L. R. Co.* 76 S. C. 9, 9 L. R. A. (N. S.) 577; *Blumenthal* v. *Brainerd,* 38 Vt. 402, 91 Am. Dec. 349. The last class of cases which make up the great weight of authority in this country hold that the liability of a company as a common carrier continues until notice is given the consignee of the arrival of the goods, and he has had a reasonable time in the ordinary course of business in which to remove them. *Mo. Pac. R. Co.* v. *Nevill,* 60 Ark. 375; *United Fruit Co.* v. *N. Y. & B. Transp. Co.,* 104 Md. 567, 8 L. R. A. (N. S.) 240; *Rosenstein* v. *Vogemann,* 184 N. Y. 325; *L. E. & Western R. Co.* v. *Hatch,* 52 O. St. 408; *McGregor* v. *Oregon R. & Nav. Co.,* 50 Ore. 527, 14 L. R. A. (N. S.) 668; *Burr* v. *Adams Exp. Co.,* 71 N. J. L. 263; *Norfolk & W. R. Co.* v. *Stuart Draft Mill Co.,* 109 Va. 184; *McDonald* v. *Western R. Corp.* 34 N. Y. 497; *Walters* v. *D. U. R. Co.,* 139 Mich. 303. The principal case as well as all the others that are decided according to the weight of authority view, hold that as a matter of sound public policy, it is necessary that the carrier's liability as an insurer be continued until due notice of the arrival of the goods is given, and a reasonable time afterwards has elapsed, in order that the shipper or his consignee may be properly protected.

CONSTITUTIONAL LAW—EQUAL PROTECTION OF THE LAW—RIGHT TO HUNT AND FISH.—Under a state law giving authority, a county board of supervisors in Mississippi passed an ordinance for the protection and preservation of game and fish in their county for the purpose of conserving the same "for the use and consumption of the inhabitants," and they made it unlawful for a nonresident to fish in the county. In the prosecution of one Hill for viola-